

A.G. Contract No. KR00-0057TRN  
ADOT ECS File No. JPA 00-10  
Project: F-037-3-416  
Tracs: 89A CN 612 H5082 01C  
Section: SR-89A Utility Sleeves

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF FREDONIA

THIS AGREEMENT is entered into 6 June, 2000  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the  
"State" ) and the Town of Fredonia, acting by and through its Mayor and Town Council, ( the  
"Town" ).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this  
agreement and has by resolution, a copy of which is attached hereto and made part hereof,  
resolved to enter into this agreement and has delegated to the undersigned the authority to  
execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this  
agreement and has by resolution, a copy of which is attached hereto and made a part hereof,  
resolved to enter into this agreement and has authorized the undersigned to execute this  
agreement on behalf of the Town.

3. Incident to a roadway improvement project contemplated by the State on SR-89A in  
the Town, the Town has requested the State install 4 each 24" CMP utility sleeves under the  
roadway on behalf of the Town, at an estimated cost of \$24,000.00, all at Town expense,  
hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as  
follows:

=====

NO. 24028

Filed with the Secretary of State

Date Filed: 06/06/00

Betsy Bayless

Secretary of State

By Dicky W. Guenewald

II. SCOPE OF WORK

1. The State will

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate Town review comments.

b. Call for bids, and with the concurrence of the Town, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

c. After bid opening, but prior to construction contract award, invoice the Town for the reasonable direct actual cost of the Project, in an amount currently estimated at \$24,000.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto.

2. The Town will:

a. Review the design documents and provide comments.

b. Retain the right to cancel all or part of the Project prior to construction contract award in the event of excessive cost.

c. Pay the State for the reasonable direct actual cost of the Project, in an amount currently estimated at \$24,000.00, within 30 days after receipt of an invoice. Be responsible for any contractor claims for extra compensation due delays or whatever reason attributable to the Town.

d. Upon completion and acceptance of the Project by the State, provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in force and effect until completion of said project and payment; provided, however, that this agreement, except any provisions for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E, Room 222  
Phoenix, AZ. 85007

Town of Fredonia  
Town Clerk  
Box 217  
Fredonia, AZ. 86022

8. Attached hereto is the written determination of each party's legal counsel the the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**TOWN OF FREDONIA**

**STATE OF ARIZONA**

Department of Transportation

By Joy R. Jordan (4-26-00)  
JOY JORDAN  
Mayor

By William J. Higgins  
WILLIAM J. HIGGINS  
Deputy State Engineer

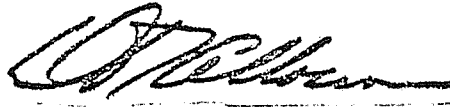
ATTEST

By Marilyn Johnson  
MARILYN JOHNSON  
Town Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of January 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Fredonia for the purpose of designing, constructing and maintaining utility sleeves for the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

*Fredonia Town Council Meeting*  
*April 25, 2000*  
*Fredonia Fire House*

**Item #6:** On a motion by Lillian Lukus, seconded by Steven Winward, Council voted unanimously to allow the Mayor to sign the Intergovernmental Agency Agreement between the State of Arizona and the Town of Fredonia regarding installing utility sleeves under Hwy 89A.

Joy R. Jordan (4-26-00)  
Joy Jordan, Mayor

ATTEST:

Marilyn Johnson  
Marilyn Johnson, Town Clerk

Certification - I, hereby, certify that the above is a true and correct excerpt of the minutes of the April 25, 2000, Fredonia Town Council Meeting. I, further, certify that the meeting was duly called and held.

Lisa J. Allred  
Lisa Allred, Clerk

APPROVAL OF THE FREDONIA TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF FREDONIA and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 16<sup>th</sup> day of May, 2000.

  
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Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

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FACSIMILE: (602) 542-4085

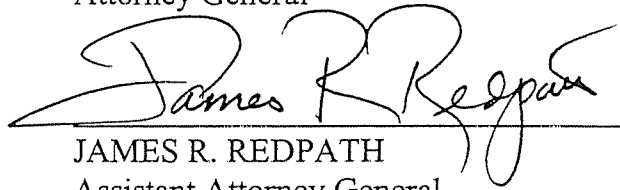
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-0057TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 26, 2000.

JANET NAPOLITANO  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/628515

Enc.